

## TRAVEL AND MEDICAL ASSISTANCE INSURANCE POLICY

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## Introduction:

This is your Travel Insurance Policy. This policy booklet and Your policy schedule form the contract of insurance and give You full details of what is covered, what is not covered and the conditions of cover. Please read them carefully, keep them in a safe place and take them with You when You travel.

The Insured having applied to the Company for the Insurance expressed herein and made a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein and having paid or agreed to pay the Premium as consideration for the insurance; The Company will, subject to the terms exceptions and conditions contained herein, insure in the manner and to the extent hereinafter provided.

### Plan Chosen:

Your Schedule specifies the plan you have chosen, The plan names are as follows:

- Standard Policy
- Silver Policy
- Gold Policy
- Platinum Policy
- Schengen Policy

### Availability of Cover:

This policy is available only if You are a Citizen or have Resident Status in Kingdom of Saudi Arabia

### Travel to a danger area:

In Your interest and for Your safety, we advise caution if you are traveling to any dangerous area where there is known to be war or civil commotion or unrest. Unless specifically mentioned in the Schedule, Your cover does not apply to Iraq, Afghanistan, Somalia and in countries where war has been declared or after it has been recognized as a war zone by the United Nations.

### Assistance Before and While You are away

#### Making a claim – Telephone Contact Points

Should You need to make a claim under this policy, please contact us using the appropriate telephone no shown below:

For Medical and other Emergencies, please call our 24-hour helpline on:

Axa Assistance (24 hours)

#### Telephone number:

+33 (0) 1 55 92 19 11

mail: [servicemedical.ame@axa-assistance.ma](mailto:servicemedical.ame@axa-assistance.ma)

### For Insurance queries, please call us on:

Toll free Number: 8003040400

## Definitions:

Any word or expression to which specific meaning has been attached will bear the same meaning throughout this policy.

### **Baggage:**

Means luggage, clothing, personal effects, Valuables and other articles which belong to You (or for which You are legally responsible) and are worn, used or carried by You during any Trip.

### **Bodily Injury:**

Means an identifiable physical injury sustained by You during the Period of Insurance by a Sudden, unexpected and specific event. Injury as a result of Your unavoidable exposure to the elements shall also be deemed to mean Bodily Injury.

### **Axa Assistance :**

Means the assistance company who must be contacted for any medical emergencies as detailed in the Policy.

### **Children:**

Means the Insured Person's dependent children who are not in full-time employment and who are aged 16 years or less. Unmarried, not pregnant, without children and primarily dependent on the Insured Person for maintenance and support.

### **Close Relative:**

Means mother, father, sister, brother, wife, husband, daughter, son.

### **Cancellation:**

Means abandoning the Trip by immediate return to Your Home or by attending a hospital abroad for a period in excess of 48 hours as in – patient.

### **Family:**

Family is insured person, spouse and a maximum of 3 children.

### **Home / Country of Residence:**

Means Your normal place of residence of which You are a citizen or hold a valid resident status as of the date of Your outward journey.

### **Illness:**

Means any sudden and unforeseen change in health that is certified by a Medical Practitioner and prevents normal continuation of journey.

### **Loss of Limb:**

Means loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

### **Loss of Sight:**

Means total and irrecoverable Loss of Sight in one or both eyes.

### **Medical Condition:**

Means any disease, illness and injury.

### **Medical Practitioner:**

Means a registered practicing member of the medical profession who is not related or known personally to You or any person with whom You are traveling.

### **Permanent Total Disablement:**

Means disablement which is beyond reasonable hope of improvement having lasted for a continuous period of 1 year and prevents You from attending to any occupation or alternative remunerative work of any kind.

### **Personal Money:**

Means bank notes, currency notes and coins in current use, travelers and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, pre-booked event and entertainment tickets, phone cards and electronic money cards all held for private purposes.

### **Pre-existing Medical Condition:**

Means

- An ongoing or recurring Medical Condition (or any medical complication directly attributable to that Condition) investigation by a Medical Practitioner (whether diagnosed or not) and / or
- Medical Condition (other than a minor non recurring ailment) for which there has been a prescribed medication or treatment by a Medical Practitioner during 90 days immediately preceding the date of application for this insurance.

### **Public Transport:**

Means any publicly licensed aircraft, sea, vessel, train or coach on which You are booked to travel.

### **Schedule:**

Means the validation page attached to this Travel Policy setting out the names of those persons Insured (You/Your/Insured Person), the Area of Travel, the Policy type, the Period of Insurance and any other Special Conditions and terms.

### **Spouse:**

Whenever used in the policy means, the Insured persons legally married husband or wife between the ages of 16 and 85 Years.

### **Trip:**

Means any holiday, pleasure trip or journey made by You within Area of Travel shown in the Schedule which begins and ends in the Country of Residence during the Period of Insurance but excluding one-way trips or journeys. Any Trip solely within the Country of Residence is not Insured.

If Annual Multi Trip cover is selected, any such trip over 92 days is not insured. Each Trip is deemed to be a separate Insurance, each being subject to the Terms, Definitions, Exclusions and Conditions contained in the Policy.

#### **Unattended:**

Means when you are not in full view of or in position to prevent authorized interference with Your property or vehicle.

#### **Valuables:**

Means antiques, jewellery, gold, silver, precious metal or precious or semi precious stone articles, watches, furs, cameras, camcorders, photographic audio video computer television and telecommunications equipment (including CDs, DVDs, tapes, films, cassettes, cartridges and headphones), associated equipment, telescopes and binoculars.

#### **We/Us/Our**

Means Aljazira Takaful Ta'awuni

#### **You/Your/Insured Person:**

Means each person traveling on a Trip whose name appears in the Policy Schedule.

#### **Important Information About the Policy.**

Please read the information carefully:

We will only cover Insured person if:

- You are a Citizen or have Resident Status in Saudi Arabia
- The journey is a round trip, beginning and ending in the Country of Residence and is either:
  - a) A holiday outside country of residence; or
  - b) A business trip (clerical or administrative task only) outside Country of Residence (business travel is only covered if shown on Your policy schedule)

#### **Age Eligibility:**

This policy is available to persons aged 85 years or below.

#### **Health:**

It is very important that you read the Medical Warranty on page 14. This applies to all Insured Persons and anyone else upon whose good health Your trip depends whether traveling or not.

#### **Material Fact:**

All material facts must be disclosed to us. Failure to do so may affect Your rights under this policy. A material fact is a fact that is likely to influence the acceptance or assessment of the Insurance by us.

#### **Children:**

Insured Persons 16 years or less will only be covered when they are traveling with an adult named on Your Policy Schedule.

#### **Policy Limit:**

Each section of Your Policy has a limit on the amount; We will pay under that section. Some section also include other specific limits, for e.g. for any one item or limits valuables in total. Check Your Policy cover is adequate if You want to take expensive item away with You.

#### **Excess:**

You may have to pay an amount towards Your claim. This is called the Excess and will be shown in the relevant section of Your Policy

#### **Reasonable Care:**

You need to take reasonable care to protect Yourself and Your property, as if You were not insured.

#### **Hazardous Activities / Sports:**

If You are planning to take part in any hazardous activities or sports, please check that Your Policy covers you.

#### **Baggage Claims:**

These claims are settled based on the value of the baggage at the time of the loss and not the cost of buying new items. Your Policy details the claims procedure that must be followed for a claim to be accepted, in particular the requirement to obtain Police reports within 24 hours.

#### **Claims:**

any event requiring the assistance of the Assistance Company

#### **Contact for Queries:**

By phone: +33 (0) 1 55 92 19 11

By mail: servicemedical.ame@axa-assistance.ma

#### **Contact for Queries:**

If You would like more information or require clarification on any of the Covers provided, please do not hesitate to contact us.

#### **24 Hour Worldwide Medical Emergency Assistance Service:**

The cost of the Medical Emergency Assistance Service will be met under this Insurance. The service will be governed by the terms, conditions and exclusions in this Travel Insurance Policy and will be operated by Our appointed Medical Emergency Assistance provider.

#### **If You need help:**

please Contact: Axa Assistance

By phone: +33 (0) 1 55 92 19 11

By mail: servicemedical.ame@axa-assistance.ma

An experienced Medical Emergency Assistance Coordinator will deal with Your emergency and make sure that:

- Where necessary, hospitals are contacted;
- Necessary medical fees are guaranteed; and
- Medical advisers are consulted

If any illness or injury means that You need to go into hospital as an in-patient, it is very important that You contact the helpline before You make any admission arrangements. If this is not possible because condition is serious, You must contact the helpline as soon as possible after You go into hospital.

If You need to return to the Country of Residence for any reason, it is also important that You contact the helpline before You make any return journey arrangements. It may affect Your claim, if You do not contact the Medical Emergency Assistance Service helpline.

#### **What is not covered:**

- This is not a general health insurance policy. It only covers You if there is a sudden and unexpected accident or if You become ill. It does not cover non – emergency treatment.
- We do not cover any payment, which you would normally have made during your travel and / or which does not fall within the events insured under the terms of this Policy.

#### **Period of Insurance**

Cover will only apply for Trips which begin after the effective date of Your Policy. Please check Your Policy Schedule to see what type of Policy do You have.

#### **Single Trip Policies:**

Cover under all sections applies for the duration of Your trip as shown on Your Policy Schedule.

#### **Annual Multi-Trip Policies:**

Cover under all sections applies for the period as shown in the schedule with duration of each trip not exceeding 92 days. Insured's will be informed about the renewal of the policy 30 days prior to expiry of the policy at his last known address

#### **Automatic Extension of the Period of Insurance:**

If You cannot get Home before Your cover ends, Your Policy will remain in force without any extra premium as follows:

- Up to 7 days if any vehicle, vessel, train or aircraft in which You are traveling as a ticket holding passenger is delayed; or
- Up to 30 days if you cannot return Home due to your accidental injury or illness or quarantine.

We will also continue to pay for Medical Treatment under the Emergency Medical and Associated Expenses section for this period or any extended period that is considered medically necessary by Our Medical Emergency Assistance Provider.

#### **Medical Warranty**

Please read this carefully as it may affect Your cover:

- At the time of the buying Your Policy or when booking a trip (whichever is later), each Insured person must guarantee the following:
  - a) You have told us if you have received advice medication or treatment for any serious chronic or recurring illness, injury or disease in the last 12 Months.
  - b) You have told Us if You are under investigation or awaiting results for any diagnosed or undiagnosed medical condition.
  - c) You have told Us if You are on a waiting list for, or are aware of the need for in patient treatment for any diagnosed or undiagnosed medical condition.
  - d) You are traveling against Your Doctor's advice.
  - e) You have told Us if any Close Relative, Close Business Associate, Traveling Companion, or Person You plan to stay with (and upon whose good health Your trip depends) has a serious, chronic, or recurring illness, injury or disease which could have an affect on Your decision to take or continue Your trip.
  - f) You are traveling with the intention of obtaining medical advice outside of the Country of Residence.
  - g) You or anyone upon whom the Trip plan depend is expected to give birth before, during or within two months of the Trip.
  - h) You are aware of any circumstances that could reasonably be expected to give rise to a claim on this Policy.
  - i) You have told Us if You have a terminal illness.

#### **General Warranty**

At the time of buying Your Policy or when booking a trip (whichever later) each Insured Person must guarantee that they have told Us of any non-medical reason why the proposed could be cancelled.

## **YOUR POLICY AT A GLANCE**

Please use the table below as a summary only. The full details of Your insurance cover are set out in this policy booklet and on Your policy schedule.

Area covered – Please see Your policy schedule

	<b>Table of Benefits</b>	<b>Standard (SAR)</b>	<b>Silver (SAR)</b>	<b>Gold (SAR)</b>	<b>Platinum (SAR)</b>	<b>Schengen (SAR)</b>
<b>Section A</b>	Emergency Medical Expenses & Hospitalization Abroad	-/37,500	-/70,000	-/150,000	650,000	-/187,500
	Medical Referral / Appointment of local Medical Specialist	Actual Expenses – Max 2,000	Actual Expenses Max up -/to2,000	Actual Expenses Max up to -/2,000	Actual Expenses Max up to -/2,000	No Cover
	Emergency Dental Care	-/1,000	-/2,000	-/2,000	-/2,500	-/1,500
	Repatriation of Family Members Traveling with Insured	-/10,000	-/10,000	-/10,000	-/10,000	-/10,000
	Repatriation of Mortal Remains	-/10,000	-/10,000	-/10,000	-/10,000	-/10,000
	Emergency Return Home Following Death of a close Family Member	Economy Ticket	Economy Ticket	Economy Ticket	Economy Ticket	No Cover
	Escort of Dependent Child	-/5,000	-/5,000	-/5,000	-/5,000	No Cover
<b>Section B</b>	Trip Cancellation	-/3,750	-/3,750	-/3,750	-/3,750	No Cover
<b>Section C</b>	Delayed Departure	-/3,750	-/3,750	-/3,750	-/3,750	No Cover
	Delayed Baggage	-/3,750	-/3,750	-/3,750	-/3,750	No Cover
	Personal Baggage, Valuables & Personal Money	-/3,750	-/3,750	-/3,750	-/3,750	No Cover
	Loss of Passport	-/1,875	-/1,875	-/1,875	-/1,875	No Cover
<b>Section D</b>	Personal Accident	-/37,500	-/37,500	-/37,500	-/37,500	No Cover
	Personal Liability	-/250,000	-/250,000	-/500,000	-/1,000,000	-/500,000

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#### **Emergency Medical Expenses and Hospitalization Abroad**

In the event of illness or injury of the insured occurring outside the Usual Country of Residence, The Company will meet the usual, customary, necessary and reasonable costs of hospitalization, surgery, medical fees and pharmaceutical products, prescribed by the attending doctor. The Company's medical team will maintain the telephone contacts necessary with the center and with the doctors attending to the Insured to supervise the provision of proper health care.

The applicable excess in respect of this cover is SR 375/- per claim for each insured person.

#### **Medical Referral/Appointment of Local Medical Specialist**

Through the assistance company call center, the insured will be given access and referred to any agreed medical center or medical practitioner of the Company's international network. The cover is subject to a limit as mentioned in the Policy Schedule or Table of Benefit.

#### **Emergency Dental Care**

If necessary, the Company will provide the Insured party with the dental assistance required abroad. The cover is subject to a limit as mentioned in the Policy Schedule or Table of Benefit.

This coverage is restricted to the treatment of pain, infection and removal of the tooth affected.

#### **Repatriation of Family Member Traveling with Insured**

Should the insured be hospitalized for more than seven days or deceased, the Company will meet the following costs in respect of an immediate family member or, a person appointed by the insured and having the same country of residence as the member, provided this person was traveling alone with the insured:

Economy round trip air transport ticket to the place of residence of the declared person. The cover is subject to a limit as mentioned in the Policy Schedule or Table of Benefit.

#### **Repatriation of Mortal Remains**

In the event of the death of the Insured, the Company will make the arrangements necessary for the repatriation of his/her mortal remains, and will meet the cost of the transfer expenses to the place of interment, cremation or funeral ceremony at his/her usual country of residence.

The cover is subject to a limit as mentioned in the Policy Schedule or Table of Benefit.

#### **Payment of expenses for interment, cremation or funeral ceremony is excluded from this guarantee.**

#### **Emergency Return Home Following Death of a Close Family Member**

Should a next of kin, parent (father or mother), spouse or child of the insured deceased during the period of the covered trip the Company will

meet the following costs:

Economy round trip air transport ticket to the place of residence of the insured person provided insured is unable to travel by his/her own means of transport or the means of transport hired for the trip. The cover is subject to a limit as mentioned in the Policy Schedule or Table of Benefit.

**The Insured shall furnish the evidence, documents or certificates (death certificate) of the event, which caused the journey to be cut short.**

**Escort of Dependent Child**

In the event of a dependent child aged less than 16 years old being left unattended due to an insured accident or illness, the Assistance Company will arrange and pay for one way airplane economy transportation for them to their place of residence. The cover is subject to a limit as mentioned in the Policy Schedule or Table of Benefit.

**What is not covered under Section A**

- Expenses incurred for any treatment or repatriation which have not been notified to and authorized by AXA Assistance.
- Cost of telephone calls, other than calls to AXA Assistance notifying them of the problem for which You are able to provide a receipt or other evidence to show that the call took place, its cost and the number telephoned.
- Any claim for a medical condition if any Insured Person has traveled against the advice of a Doctor or would be traveling against the advice of a Doctor if they had taken such advice.
- Any claim for a medical condition if any of the following applied when You took out Your policy or booked Your Trip (Whichever is later), You:  
a) had received advice, medication or treatment for any serious, chronic or recurring illness, injury or disease in the last 12 months unless the condition was disclosed to and accepted by Us.  
b) Were under investigation or awaiting results for any diagnosed or undiagnosed condition unless disclosed to and is accepted by Us.  
c) Were on a waiting list for in-patient treatment or were aware of the need of in-patient treatment for any diagnosed or undiagnosed condition unless disclosed to and accepted by Us.  
d) Had been told You have a terminal illness.
- Any claim for a medical condition where You have received medical advice for a potentially serious illness or injury between booking Your trip and the departure date unless disclosed to and accepted by Us.
- Any claim for a medical condition You were planning to get medical treatment for during Your Trip.
- Any extra costs because You have requested a single or private room.
- Costs incurred following Your decision not to move hospital or return to the Country of Residence after the date when, in the opinion of Our Medical Emergency Assistance provider it was safe for You to do so.
- The cost of treatment or surgery, including exploratory tests, which are not directly related to the Bodily Injury or Illness which necessitated Your admittance into hospital.
- Any form of treatment or surgery which, in the opinion of the Medical Practitioner in attendance and Us, can be delayed reasonably until Your return to Your Country of Residence.
- Medication, which at the time of departure, is known to be required or to be continued outside Your Country of Residence.
- Treatment or services provided by a convalescent or nursing home or any rehabilitation center.
- Any anxiety state, depression, mental or nervous or emotional disorders unless they result in admission to a hospital.
- Any expenses incurred after You have returned to Your Country of Residence.
- Expenses incurred as a result of a tropical disease where the recommended inoculations have not been undertaken.
- Your decision not to be repatriated after the date when, in the opinion of AXA Assistance, it is safe to do so.
- Costs of prosthetics, cosmetics, plastic surgery and physiotherapy.
- Investigations, checkup, medical examination being part of preventive medicine.
- Pre-existing Medical Condition, pregnancy, convalescence or relapses.

**Your cover – Section B**

**Trip Cancellation**

Insurers shall indemnify the Insured Person in respect of all irrecoverable deposits, advance payments and other charges paid or due to be paid for travel and/or accommodation up to a maximum amount as mentioned in the Policy Schedule or Table of benefit, in the event of the Insured Person's Covered Trip being necessarily cancelled or curtailed due to:

- i) the death, accidental bodily injury or illness of the Insured Person or the death, accidental bodily injury or illness of the Insured Person's immediate family member;
- ii) the death, accidental bodily injury or illness of any person with whom the Insured Person had arranged to travel, reside or conduct business, or of the immediate relative;
- iii) the Insured Person or any person with whom the Insured Person had arranged to travel, reside or conduct business being:  
a) quarantined or called for witness or jury service;  
b) made redundant provided that such redundancy qualifies for payment under the applicable Usual country of residence legislation;  
c) called for emergency duty as a member of the armed forces, the defense of civil administration, the police force or the fire, rescue, public utility or medical services;

- d) required to be present at his home or place of business in the Usual country of residence following burglary or major damage;
- iv) the cancellation of scheduled or chartered transport services (including connecting publicly licensed transportation) caused by accident, strike, industrial action, hi jack, terrorist act, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions or mechanical breakdown, provided that the event giving rise to such cancellation occurs, or is only announced, after the Covered Trip is booked or this Insurance is effected, whichever the later;
- v) major damage rendering uninhabitable the accommodation in which the Insured Person had previously booked to reside during a Covered Trip.

The Insured shall furnish the evidence, documents or certificates of the event, which caused the journey to be cancelled.

#### **What is not covered under Section B.**

Insurers shall not be liable for claims resulting from:

- a) Childbirth, pregnancy or any medical complications resulting there from within 2 months of the estimated date of delivery;
- b) any condition or set of circumstances known to an Insured Person at the time was booked or this Insurance was effected whichever is the latter, where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation or curtailment of the Insured Person's Covered Trip;

Lack of reasonable care taken over means of travel, route or departure time

#### **Your cover – Section C**

**Delayed Departure:** In the event that transport services on which the Insured Person has previously booked to travel are delayed by at least 6 hours due to any of the perils listed in Section B (IV), Insurers will indemnify the Insured Person as follows:

In respect of the outward journey at commencement of the Covered Trip:

- The cost of the additional expenses (transport and hotel accommodation, as well as maintenance incurred as a result of the delay).
- Such payment will be made on presentation of the relevant original invoices up to maximum amount as mentioned in the Policy Schedule or Table of Benefit in the event of delay of more than 6 hours.

**Delayed Baggage:** We will pay You for emergency replacement of clothing, medication and toiletries if the Baggage is temporarily lost in transit during the outward journey and returned to You within 06 hours, provided written confirmation is obtained and sent to us from the Airline Company, confirming the number of hours the Baggage was delayed. We will pay the maximum amount mentioned in the Policy Schedule or Table of Benefit.

**Personal Baggage, Valuables and Personal Money:** We will pay for the accidental loss of, theft of or damage to Baggage occurring during the Period of Insurance. The amount payable will be the current market value, which takes into account a deduction for wear, tear and depreciation (or we may, at our option, replace, reinstate or repair the lost or damaged Baggage).

We will also pay for the accidental loss of, theft of or damage to Personal Money occurring during the Period of Insurance.

The maximum we will pay is SR 3,750/- per insured member subject to:

Personal Baggage (other than valuables and personal money)

SR 1,000/- subject to maximum of SR 650/- for any one article, pairs or set of articles

Valuables

SR 1,000/- subject to maximum of SR 650/- for any one article, pairs or set of articles

Personal Money

SR 1,000/-

\* Children are covered for 10% of the insured person.

The applicable Excess in respect of this cover is SR 100/- per claim for each Insured Person.

**Loss of Passport:** We will reimburse You for the cost of making a duplicate Passport which is lost or unintentionally and accidentally damaged or defaced during the Period of Insurance.

The cover includes reasonable extra travel, accommodation and communication expenses You have to pay to get a temporary Passport, the cost of the temporary replacement Passport and the cost of re-stamping visa.

We will pay the maximum amount mentioned in the Policy Schedule or Table of Benefit.

The applicable Excess in respect of this cover is SR 100/- per claim for each Insured Person.

Special Conditions Applicable for Section C

- You must provide receipts or bills for any expenses claimed.
  - You must check at the specified time and get written confirmation from the carrier or their handling agents of the actual date and time of departure and the reason for the delay.
  - You must take reasonable care to keep Your personal belongings and baggage safe. If Your personal belongings or baggage is lost or stolen, You must take all reasonable steps to get it back
  - If Your personal belongings or baggage is lost or damaged by an authority, a transport company or hotel, You must report the details of the loss or damage to them in writing and get written confirmation (Please retain a copy)
  - If Your personal belongings or baggage is lost or damaged by an airline, You must:
- a) get a property irregularity report
  - b) give written notice of the claim to the airline within the time limit in their condition of carriage (You should also keep a copy)

c) keep all travel tickets and tags if You claim under this policy.

- You must be able to prove that You were responsible for the lost, stolen or damaged.
- Retain receipts for items lost, stolen or damaged as these will help You to substantiate Your claim.
- You must take reasonable precautions at all times to ensure the safety and supervision of Your passport and You should take all practicable steps to recover it if lost or stolen. If it is lost or stolen while in the care of a carrier, transport company, authority or hotel, You must report to them, in writing, details of the loss or theft and obtain written confirmation.

#### **What is not covered under Section C.**

##### **Delayed Departure**

- Any claim for baggage delayed or detained by customs or other officials.
- Your failure to check in according to the itinerary supplied to You and Your failure to obtain confirmation from the carriers (or their handling agents) in writing of the number of hours of delay and the reason for such delay.
- Your failure to comply with the terms of contract of the Travel Agent, Tour Operator or provider of transport.
- Strike or industrial action or air traffic control delay existing or publicly declared by the date this Insurance is effected by You.
- Any claim for unused travel or accommodation arranged by using Air Miles or similar promotions.
- Any claim for management fees, maintenance costs or exchange fees associated with time shares and similar arrangements.
- Any claim for refund of any costs for persons not named on this policy
- Withdrawal of service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country

##### **Delayed Baggage**

- Any claim for baggage delayed or detained by customs or other officials.
- Valuables left Unattended at any time (including in a motor vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in Your locked accommodation.
- Baggage and Money contained in or stolen from an unattended motor vehicle.
- Loss or damage due to delay, confiscation or detention by customs or other authority.
- Loss or theft of traveler's cheques not reported to the local branch, agent or issuing authority within 24 hours of the discovery of the loss or theft or where the instructions of the issuing agents have not been carried out.
- Depreciation in value or shortages due to error or omission.
- Unset precious stones, contact or corneal lenses, hearing aids and dental or medical fittings, musical instruments, deeds, manuscripts, securities, perishable goods, bicycles.
- Cracking, scratching, breakage of or damage to china glass, glass (other than glass in watch faces, cameras, binoculars or telescopes), or other brittle or fragile articles\unless caused by fire, theft or accident to the vessel, aircraft or vehicle in which they are being carried.
- Breakage of sports equipment or damage to sports clothing whilst in use.
- Business goods, samples, tools of trade, motor accessories and other items used in connection with Your employment or occupation.
- Wear and tear, depreciation, deterioration or loss or damage by atmospheric or climatic conditions by moth, vermin, by any process of cleaning, repairing or restoring, mechanical or electrical breakdown or derangement.

##### **Loss of Passport**

- Any loss or theft of Your passport if You do not report it to the police within 24 hours of discovery and get a written police report
- Any loss or theft of Your passport while it is Unattended (including in a motor vehicle or in custody of carriers) unless deposited in a hotel safe, safety deposit box or left in Your locked accommodation.
- Loss or damage due to delay, confiscation or detention by customs or other authority.
- Fines, penalties, punitive damages.
- Cost of passport renewal.

#### **Your cover – Section D**

**Personal Liability:** We will cover You for any money that You legally have to pay as per the schedule or table of benefits that relates to an accident during Your Trip which causes:

- a) death or injury to any person; and / or
- b) loss or damage to property

**Personal Accident Benefits:** We will pay one of the Benefits shown below if, during the Period of Insurance, You sustain Bodily Injury, which shall solely and independently of any other cause, result within one year in:

- a) Death
  - b) Loss of Limb
  - c) Loss of Sight
  - d) Permanent Total Disablement after 104 weeks (except where compensation is paid under b & c above)
- Our maximum liability to pay will be SR 37,500 per Insured Person.

#### **Special Conditions Applicable for Section D**

## **Personal Liability**

- You must give us as soon as practicable written notice with full details of any incident, which may give rise to a claim.
- You must forward every letter, writ, summons and process to Us as soon as You receive it.
- You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without our written consent.
- We will be entitled, if we so desire, take over and conduct in Your name the defence of any claim for indemnity or damages or otherwise against any third party. We shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim, and You shall give us all necessary information and assistance which we may require.

## **Personal Accident**

- The death or disability must happen within one year of the accident.
- You can only claim one item under this section

## **What is not covered under Section D.**

### **Personal Liability**

- Any fines or exemplary damages (punishing, or aimed at punishing, the person responsible rather than awarding compensation) You have to pay:
- Liability arising from:
  - a) death or injury of people who work for You or member of Your household
  - b) loss of or damage to property which belongs to or is under the control of You, a member of Your household or people who work for You
  - c) Your job (this exclusion still applies when Your policy has been extended to cover business travel)
  - d) Your involvement in manual work of any kind
  - e) You owing or using animals (except domestic animals), firearms, motorized vehicles, vessels (except manually-propelled watercraft) or aircraft of any description, including unpowered flight.
  - f) Liability which has been assumed by You under agreement unless the liability would have attached in the absence of such agreement
  - g) Pursuit of any trade, business, profession or occupation or the supply of goods or services
  - h) Ownership possession or use of vehicles, aircraft or watercraft
  - i) The transmission of any communicable disease or virus
  - j) Ownership or occupation of land or buildings (other than only of any temporary holiday accommodation)
  - k) Fines, penalties and punitive damages
  - l) Decennial liability
  - m) Errors and omissions for Directors and Officers Liability and Medical Malpractice
  - n) Liability arising out of waste deposits

### **Personal Accident:**

- Any claim for sickness, disease, nervous shock or naturally occurring condition or degenerative process
- Pregnancy
- Any claim that results from
  - a) You flying (except while traveling in an aircraft as a passenger) or taking part in other aerial activities, Your motorcycling
  - b) Your motorcycling as a rider or passenger on a machine over 125cubic centimeters or as a rider or passenger on a machine 125cubic centimeters or under unless You wear a crash helmet and, as a rider, You hold a full valid driving license
- Your involvement in manual work of any kind

## **General Exclusions.**

- Those caused directly or indirectly by the bad faith of the Insured, by his/her participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions. The consequences of the actions of the Insured in a state of derangement or under psychiatric treatment.
- Extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon.
- Events arising from terrorism, mutiny or crowd disturbances.
- Events or actions of the Armed Forces or Security Forces in peacetime.
- Wars, with or without prior declaration, and any conflicts or international interventions using force or duress.
- Those derived from radioactive nuclear energy.
- Those caused when the Insured takes part in bets, challenges or brawls, save in the case of legitimate defence or necessity.
- Illness or injuries existing prior to the claim, unless expressly included in the Private or Special Conditions and subject to payment of the relevant surcharge premium.
- Those that occur as a result of the participation by the Insured in competitions, sports, and preparatory or training tests.
- Engaging in the following sports: motor racing or motorcycle racing in any of its modes, big game hunting outside European territory, underwater diving using artificial lung, navigation in international waters in craft not intended for the public transport of passengers, horse riding, climbing, pot holing, boxing, wrestling in any of its modes, martial arts, parachuting, hot air ballooning, free falling, gliding and, in

general, any sport or recreational activity that is notoriously dangerous.

- Participation in competitions or tournaments organized by sporting federations or similar organizations.
  - Skiing and/or similar sports, unless coverage for it has been expressly agreed.
  - The use, as a passenger or crew, of means of air navigation not authorized for the public transport of travelers, as well as helicopters.
  - The accidents deemed legally to be work or labor accidents, consequence of a risk inherent to the work performed by the Insured.
  - Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.
  - Losses arising, directly or indirectly from the loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a computer system, hardware, program, software, data information repository, microchip, integrated circuit or similar device in computer equipment, that results from the malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious and or damaging code, including but not limited to computer virus, worm, logic bomb, or Trojan horse and which can be identified as the cause of loss.
  - Your engagement in or practice for: manual work in connection with a profession, business or trade, the use of motorized two or three-wheeled vehicles unless a full valid driving license is held permitting the use of such vehicles in those countries which You are visiting/traveling through, motor competitions/rallies, professional entertaining, professional sports or racing.
  - Your engagement in or practice for: base jumping, bungee jumping, expeditions, jet skiing, mountaineering requiring the use of guides or ropes, shark diving or underwater activities.
  - Your willfully, self-inflicted injury or illness, sexually transmitted diseases, solvent abuse, alcoholism, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a Medical Practitioner, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life)
  - Your own unlawful action or any criminal proceedings against You.
  - Bodily Injury, Illness, sickness, death, loss, disablement, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV-related illness.
  - Consequential loss of any kind.
  - A Trip from which You are not booked to return within the Period of Insurance.
  - Incidents which may give rise to a claim not notified to us in writing within 31 days of the end of the Trip.
  - Your suffering from stress, anxiety, depression or any other mental or nervous disorder.
  - The services arranged by the Insured on his/her own behalf, without prior communication or without the consent of Company or AXA Assistance, except in the case of urgent necessity. In that event, the Insured must furnish the Company with the vouchers and original copies of the invoices.
  - Illnesses or injuries arising from chronic ailments or from those that existed prior to the inception date of the policy.
  - Death as a result of suicide and the injuries or after-effects brought about by attempted suicide.
  - Those derived from illnesses or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without medical prescription, as well as any kind of mental illness or mental imbalance.
  - Those derived from renunciation of or delay, on the part of the Insured or persons responsible for him/her, in the transfer proposed by the Company and agreed by its medical service.
  - Rehabilitation treatments.
  - Prostheses, orthopedics material or orthosis and osteosynthesis material, as well as spectacles.
  - Those derived from pregnancy and childbirth, or for a complication therefore or voluntary termination of pregnancy.
  - Those derived from baggage that is not sufficiently well packaged or identified, as well as fragile baggage or perishable products.
  - Assistance or compensation for events that occurred during a trip that had commenced, in any of the following circumstances:
    - a) Before this insurance comes into force.
    - b) With the intention of receiving medical treatment.
    - c) After the diagnosis of a terminal illness.
    - d) Without prior medical authorization
    - e) after the Insured had been under treatment or medical supervision during the twelve months prior to the start of the trip.
  - Expenses that arise once the Insured is at his/her usual country of residence, those incurred beyond the scope of application of the guarantees of the insurance.
  - Kidnap and Ransom
  - Excluding Employer's Liability, Workmen's Compensation and Directors & Officers Liability
  - The Company is exempt of liability when, as a result of force majeure, it is unable to put into effect any of the benefits specifically envisaged in this policy.
  - Sanctions Clause
- No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states
- Political Risks Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

b) Any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

c) Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured

- Underground Mining/works
- Products Integrity/Products Tampering
- Any direct or indirect loss by infectious disease, outbreak
- Asbestos Exclusion Clause

a) the removal of asbestos, dioxin, polychlorinated biphenols (Herein referred to as "materials"), from any structure or fixture or item of personal property or product, unless the "materials" are damaged by fire, lightning, aircraft impact, explosion, riot, civil, commotion, smoke, vehicle impact, storm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective systems

b) demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating "materials"

c) any governmental direction or request declaring that "materials" present in or part of or utilized on any undamaged portion of participant's property can no longer be used for the purpose for which it was installed and must be removed or modified

- Nuclear Energy Risks as per NMA 1975a
- IT Clarification Agreement
- Radioactive contamination, Chemical, Biological, Bio Chemical and Electromagnetic Weapons

This policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the following:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to loss or damage to the insured property caused by radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes on the insured premises. This inclusion shall not apply to property, facilities or plants coming under the scope of application of NMA 1975a.
- e) any chemical, biological, bio-chemical, or electromagnetic weapon

## General Conditions

### 1. Interpretation

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning Wherever it may appear.

### 2. Notice

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

### 3. Fraud

If You, or anyone acting for You, make a claim under this policy knowing the claim to be dishonest or intentionally exaggerated or fraudulent in any way, or if You give any false declaration or statement to support the claim, We will not pay the claim and all cover under the policy will end and reserve the right to tell the police about any dishonest claim.

### 4. Cancellation

#### Single Trip Policies

You may cancel the Policy at any time by giving Us written notification, in which case, You may be entitled to a refund of premium deducting SAR 20/- per policy provided no claim has been made and You have not traveled during the current Period of Insurance. We may cancel this Policy by writing to You at Your last known address by recorded delivery due to non Payment of Premium

#### Annual Multi - Trip Policy

1. a) This insurance may be terminated at any time without requiring any reason by the Insured provided no claim is unpaid or outstanding during the current period of insurance, the Insured will be entitled to a return of the contribution paid less contribution at the Company's short period rates as per scale below for the period the policy has been in force. Payment of refund to policyholder is automatic and the policyholder is not required to request payment

Policy being in force for period not exceeding	% age of annual premium
one month	25.00%
three months	50.00%
six months	75.00%
nine months	87.50%
exceeding nine months	100.00%

b) This insurance may also be terminated by the Company subject to 30 days written notice to the Insured at his last known address and in which case the Company shall return to the Insured a pro rata proportion of the Contribution paid for the unexpired policy period from the date of the cancellation.

Provided that the Company may exercise this cancellation option only in the following circumstances:

- a) Nonpayment of premium by the Insured within the stipulated date agreed by the Company with the Insured
- b) If the performance of the whole or part of the policy contract is rendered impossible de jure or defector for reasons not the fault of either party including in consequence of any law or regulation which is or shall be in force.
- c) Misrepresented any material facts or performed any fraudulent act with the intent of making undue financial benefit under this policy
- d) If the Insured shall have failed to comply with any terms and conditions of this Policy

### 5. Jurisdiction and Applicable Law

Any disputes arising out of or in connection with this Policy shall be subject to and governed by the laws and regulations applicable in Saudi Arabia. Saudi Arabian Committees for Resolution of Insurance Disputes and Violations provided for in Article 20 of the Saudi Supervision of Cooperative Insurance Companies Law promulgated by Royal Decree No. M32 dated 02/06/1424H shall be the only competent bodies to deal with such matters.

### 6. Arabic To Prevail

In the event of conflict or difference in meaning between the Arabic and English texts in this Policy the Arabic text shall prevail.

### 7. Currency

Saudi Arabian Riyal (SAR)

### 8. Geographical Limits

As stated in the Policy Schedule

### Other Conditions:

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply, we may at our option, cancel the Policy or refuse to deal with Your claim or reduce the amount of any claim payment.

- It is a condition of this insurance that You have disclosed all material facts to Us. Your failure to do so may affect Your rights under this Insurance. If You are in any doubt about what was material than You should declare to Us.
- You must pay Us back any amount which We have paid which You are not covered for.

- You must tell Us as soon as possible after any injury, illness, incident or redundancy, or if You discover any loss or damage which may lead to a claim under this policy. You must also tell Us if You are aware of any writ, summons or prosecution. You must send Us every communication relating to a claim as soon as practicable.
- You, or any person acting for You, must not negotiate, admit or reject any claim without Our permission in writing.
- We may refuse to pay any expenses for which You cannot provide receipts or bills.
- You or Your legal representative must pay for any certificates, information and evidence, which We may need. When there is a claim for injury or illness, We may ask for, and will pay for, any Insured Person to be medically examined on Our behalf. We may also ask for, and will pay for, a post-mortem examination if any Insured Person dies.
- If, at the time of an incident which results in a claim under this policy, there is any other insurance covering the same loss, damage, expense or liability. We are entitled to approach that insurer for a contribution towards the claim, and will only pay Our share.
- We are entitled to take over and carry out in Your name the defence or settlement of any legal action. We may also take proceedings at Our own expense and for Our own benefit, but in Your name, to recover any payment We have made under this policy to anyone else.
- You cannot transfer your rights under this policy. A person, partnership (whether limited or not) or company who is not named on the policy schedule for this policy has no rights under the Contracts.
- If You make a medical claim You may be asked to supply Your Doctors name to enable Us to access Your medical records. This will help the treating Doctors, and Us, to provide You with the most appropriate treatment and assess whether cover applies. If You do not agree to provide this We may not deal with Your claim.
- You must comply with all the terms, provisions, conditions and endorsements of this Insurance. Failure to do so may result in a claim being declined or reduce the amount of any claim payment.
- In the event of any claim the liability of the Company shall be conditional on the Insured claiming indemnity or benefit having complied with and continuing to comply with the terms of this Policy.
- In the event of a claim under this Policy the Insured shall;
  - a) Take all reasonable precautions to minimize the loss.
  - b) As soon as possible telephone the Company to notify the claim stating the Benefits required at the following contact numbers:

Axa Assistance

Telephone No. +33(0) 1 55 92 19 11

mail: servicemedical.ame@axa-assistance.ma

- c) Provide the Company with all relevant information.
- d) Make no admission of liability or offer promise or payment of any kind.
- If Company requires any medical certificates, information, evidence and receipts; these must be obtained by insured at his/her expense.
- Its is a condition of this insurance that all material facts have been disclosed to the Company, failure to do so may invalidate this insurance leaving you with no right to make a claim
- The Company is not liable in respect of any Benefit which would otherwise be payable under this Policy should there be another insurance in force covering the same benefits which predates this Policy.
- Company will not reimburse or consider reimbursing any expenses which were not previously approved. Previously approved expenses will have to include the claim number obtained from AXA Assistance prior to send the official receipts, and letter explaining the reason and circumstances of why the Services for which expenses are claimed were not obtained from AXA Assistance directly.
- In the event of claim, settlement will be made in Saudi Riyals at the rate prevailing on the date on which event giving rise to a claim.

#### **Exclusion Under Covid 19 cover:**

Emergency Medical Expenses:

- Has travelled to/from a country, specific area or event where a regulatory authority has advised against all travel;
- Failed to obtain any recommended vaccines, inoculations, or medications prior to his/her trip.

#### **CANCELLATION OR CURTAILMENT**

Any claim where the Beneficiary cannot travel or chooses not to travel because of Government or regulatory authority restrictions or advice relating to a pandemic declared by the World Health Organization

## Terms and Conditions of Cooperative Insurance

In accordance with Sharia Supervision Board Resolution No. (03), the company is committed to the following:

### General Terms and conditions:

1- The Company will maintain accounts for insurance operations separate from the shareholders' accounts in accordance with the Implementing regulations provisions of the Law of Supervision of Co-operative Insurance Companies.

2- The Company undertakes to invest all funds, whether relating to shareholders or the policyholders strictly in accordance with the rules of Shariah principles and in consistent with the Company Investment policy approved by the Saudi Central Bank. The Company will add or subtract the investment return of the policyholder's invested funds, and subtracting the general expenses related to the policyholder's portion of the investment activities.

3- The Company, as the insurance administrator, will manage the insurance operations in favor of the policyholders. In case of net surplus in the insurance operations' account, it will be distributed in the following way:

a- Ten percent (10%) of the annual net surplus shall be distributed to the policyholders directly or in the form of reduction in premiums for the next year.

b- From the remainder, if any, an amount equal to (5%) of the total written premiums shall be carried forward to the shareholders' account as a fee against the Company's management of the insurance operations and investment in favor of the policyholders. This management fee shall not exceed 90% of the net surplus.

c- From the remainder, if any, following the distribution referenced (a) and (b) above, Company shall carry forward (10%) of the net surplus to the shareholders' account as performance incentive.

The Company may maintain the remainder of net surplus, if any, in the policyholders' account or distribute it wholly or partially to the policyholders following approval by the Saudi Central Bank and the Company's General Assembly.

### Aljazira Takaful Ta'awuni

#### Authorized Signature:

Date: / /

Stamp